SERFF Tracking Number: GRWE-125752942 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39771

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Filing at a Glance

Company: Great-West Life & Annuity Insurance Company

Product Name: J374x &j3375X SERFF Tr Num: GRWE-125752942State: ArkansasLH TOI: L04I Individual Life - Term SERFF Status: Closed State Tr Num: 39771

Sub-TOI: L04I.003 Single Life - Single Premium Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Tanya Gonzales Disposition Date: 08/06/2008

Date Submitted: 07/29/2008 Disposition Status: Approved

Implementation Date Requested: 01/01/2009 Implementation Date:

State Filing Description:

General Information

Project Name: 10 Year Term Policy Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: exempt in state of

domicile.

Deemer Date:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 08/06/2008 State Status Changed: 08/06/2008

Corresponding Filing Tracking Number:

Filing Description:

10 year term life policies

cking Number:

Company and Contact

Filing Contact Information

Tanya Gonzales, Associate Manager, tanya.gonzales@gwl.com

Contracts

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

8515 E. Orchard Rd. 8T2 (800) 537-2033 [Phone] Greenwood Village, CO 80111 (303) 737-5444[FAX]

Filing Company Information

Great-West Life & Annuity Insurance Company CoCode: 68322 State of Domicile: Colorado

8515 East Orchard Road Group Code: 769 Company Type:
Greenwood Village, CO 80111 Group Name: State ID Number:

(303) 737-3992 ext. [Phone] FEIN Number: 84-0467907

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: 2 policies X \$50.00= \$100

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Great-West Life & Annuity Insurance Company \$100.00 07/29/2008 21661320

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/06/2008	08/06/2008

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X
Project Name/Number: 10 Year Term Policy/

Disposition

Disposition Date: 08/06/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRWE-125752942 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39771

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Policy		Yes
Form	Policy		Yes

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

nt or Rider

Form Schedule

Lead Form Number: J374, et al.

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	J374X	Policy/Cont Policy ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AR.pdf
	J3375X	Policy/Cont Policy ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme	Initial			AR.pdf

Great-West Life & Annuity Insurance Company

A Stock Company

[8515 East Orchard Road

Greenwood Village, CO 80111]

Insured: [John Doe]

Policy Number: [1234567]

TERM LIFE INSURANCE

Great-West Life & Annuity Insurance Company, herein referred to as the Company, will pay the Proceeds to the Beneficiary subject to the policy provisions, when the Company receives due proof of the Insured's death.

The Owner and Beneficiary are as shown in the application unless changed as provided for in this policy.

The provisions on the following pages are a part of this policy.

Signed for the Company on the Issue Date.

1 dulty

[Richard Schultz,]

Secretary

[Mitchell T.G. Graye,]

President and Chief Executive Officer

This policy is a legal contract between the Owner and the Company. PLEASE READ THIS POLICY CAREFULLY.

30 DAY RIGHT TO EXAMINE POLICY: IF NOT SATISFIED WITH THE POLICY, RETURN IT TO THE COMPANY OR AN AUTHORIZED REPRESENTATIVE WITHIN 30 DAYS OF RECEIVING IT. THE POLICY WILL THEN BE DEEMED VOID, AND ALL PREMIUMS PAID WILL BE REFUNDED.

TERM LIFE

TERM LIFE INSURANCE RENEWABLE TO AGE 80. Insurance payable upon the Insured's death. Convertible to the Insured's Attained Age 70. The premium is guaranteed for the guaranteed term period shown on Page 1. Current Premiums, after the guaranteed term period, are subject to change as stated in the Premium Adjustment Provision on Page 7. Current Premiums will never exceed the guaranteed maximum premiums shown on Page 2. Non-Participating.

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION

Owner: [John Doe]

Insured: [John Doe]

Policy Number: [1234567]

Policy Date: [May 1, 2008]

Face Amount: [\$100,000]

Issue Date: [May 1, 2008]

Issue Age/Sex: [35/Male]

Plan: [Term Life Insurance Renewable To Age 80, Non-Participating]

PREMIUM INFORMATION

Premium Amount: See Schedule Below

Guaranteed Term Period: 10 Years

In accordance with policy provisions, a basic plan premium is due on the Policy Date and every 12 months thereafter during the lifetime of the Insured until the policy anniversary preceding the Insured's 80th birthday.

SCHEDULE OF BENEFITS AND PREMIUMS

BENEFITS PREMIUM PREMIUM

AMOUNT* PERIOD

Basic Plan Of Insurance [\$233.75] YEARS 1-10

TOTAL [\$233.75] YEARS 1-10

*GUARANTEED MAXIMUM PREMIUMS ARE SHOWN ON PAGE 2.

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J374X Page 1

GUARANTEED MAXIMUM PREMIUM FOR POLICY 1234567 (BASED ON THE ATTAINED AGE OF THE INSURED)

Face: 125,000

INSURED'S ATTAINED AGE	POLICY YEAR	M P	ARANTEED AXIMUM REMIUM ANNUAL)	INSURED'S ATTAINED AGE	POLICY YEAR	N F	ARANTEED MAXIMUM PREMIUM ANNUAL)
35	1	\$	233.75	71	37	\$	10,092.50
36	2	\$	233.75	72	38	\$	11,233.75
37	3	\$	233.75	73	39	\$	12,526.25
38	4	\$	233.75	74	40	\$	13,942.50
39	5	\$	233.75	75	41	\$	15,455.00
40	6	\$	233.75	76	42	\$	17,050.00
41	7	\$	233.75	77	43	\$	18,727.50
42	8	\$	233.75	78	44	\$	20,487.50
43	9	\$ \$ \$	233.75	79	45	\$	22,371.25
44	10	\$	233.75				
45	11	\$	852.50				
46	12	\$	921.25				
47	13	\$	1,003.75				
48	14	\$	1,086.25				
49	15	\$	1,168.75				
50	16	\$	1,278.75				
51	17	\$	1,388.75				
52	18	\$	1,526.25				
53	19	\$	1,677.50				
54	20	\$	1,856.25				
55	21	\$	2,048.75				
56	22	\$	2,255.00				
57	23	\$	2,475.00				
58	24	\$	2,722.50				
59	25	\$	3,011.25				
60	26	\$	3,313.75				
61	27	\$	3,657.50				
62	28	\$	4,056.25				
63	29	\$	4,510.00				
64	30	\$	5,005.00				
65	31	\$	5,555.00				
66	32	\$	6,146.25				
67	33	\$	6,778.75				
68	34	\$	7,480.00				
69	35	\$	8,236.25				
70	36	\$	9,102.50				

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Definitions

Attained Age - means the age of the Insured, last birthday, as of the Policy Date and each policy anniversary thereafter.

Beneficiary - is the person(s) named by the Owner to receive the Proceeds upon the death of the Insured. There are two types of Beneficiary:

- Primary Beneficiary is the Beneficiary(ies) that has the first priority to receive the Proceeds;
- Contingent Beneficiary is the Beneficiary(ies) to receive the Proceeds only if there is no surviving Primary Beneficiary.

Corporate Headquarters - means Great-West Life & Annuity Insurance Company ("the Company"), 8515 East Orchard Road, Greenwood Village, Colorado 80111.

Current Premium - is the premium that is in effect at any time. The Current Premium is subject to change and will never be greater than the guaranteed maximum premiums shown on Page 2.

Evidence of Insurability - means information about an Insured which is used to approve or reinstate this policy or any additional benefit.

Insured - is the person named on Page 1 as the Insured.

Issue Date - is the date from which the incontestability and the suicide exclusion are measured, and is shown on Page 1.

Owner - is the person, persons or entity named on Page 1 as the Owner. The Owner is entitled to all the rights under this policy while the Insured is living.

Policy Date - is the effective date of coverage under this policy. The policy years and anniversaries are measured from the Policy Date as shown on Page 1.

Proceeds - means the death benefit payable under the policy, as described in the Death Benefit Provision.

Request - any instruction in a form, written, telephoned or computerized, satisfactory to the Company and received at the Corporate Headquarters from the Owner or the Owner's assignee (as specified in a form acceptable to the Company) or the Beneficiary (as applicable) as required by any provision of this policy or as required by the Company. The Request is subject to any action taken or payment made by the Company before it was processed.

Secondary Owner - will become the Owner of this policy should the Owner die while the Insured is living.

Unpaid Premium - is a premium that has not been paid by its due date.

Ownership Provisions

What are the Owner's rights? RIGHTS OF OWNER

While the Insured is living, all benefits and rights under this policy belong to the Owner. However, the Owner's rights are subject to the rights of any assignee or irrevocably named Beneficiary.

SECONDARY OWNER

While the Insured is living, the Owner may, by Request, name a Secondary Owner. A Secondary Owner may only be named if the Owner is not the Insured.

When recorded by the Company, the designation of a Secondary Owner will take effect as of the date the Request was signed or the date specified, unless the Company has already made payment or otherwise taken action on a designation or change before receipt or processing of such Request.

ASSIGNMENTS/TRANSFERS

The Owner may assign this policy while the Insured is living. The Company will not recognize an assignment until the original or a certified copy is recorded at the Corporate Headquarters. When filed, the Owner's rights and those of the Beneficiary are subject to the assignment. The Company is not responsible for the validity of any assignment.

When recorded by the Company, a transfer of ownership will revoke any designation of a Secondary Owner. It will not change a Beneficiary. All benefits and rights under this policy will belong to the new Owner, subject to the terms and conditions of the policy and the interest of any recorded assignee.

J374X Page 4

Ownership Provisions (continued)

How is the Beneficiary determined? BENEFICIARY

While the Insured is living, the Owner may change the Beneficiary by Request. Any change is subject to any existing assignment of this policy. A recorded change of Beneficiary will take effect as of the date the notice was signed. A change of Beneficiary is subject to any Proceeds paid or other act of the Company before recording.

Unless otherwise provided in the designation of Beneficiary section of the application or a change of Beneficiary form, and subject to any assignment, the following will apply upon the death of the Insured:

- If no Primary Beneficiary survives the Insured, the Proceeds will be paid to any Contingent Beneficiary who survives the Insured.
- If no Beneficiary survives the Insured, the Proceeds will be paid to the Owner.
- If the Owner is the Insured and there is no surviving Beneficiary, the Proceeds will be paid to the Owner's estate.

- If any Beneficiary dies before the Insured, the Proceeds will be paid to the surviving Beneficiaries equally as follows:
 - 1. any surviving Primary Beneficiaries; and
 - 2. if there is no surviving Primary Beneficiary, to any surviving Contingent Beneficiaries.
- If a Beneficiary dies at the same time as the Insured, or within 10 days after the death of the Insured, the Proceeds will be paid as if the Insured had survived that Beneficiary.

BENEFICIARY OF CHILDREN'S LIFE INSURANCE RIDER

If a Children's Life Insurance Benefit Rider is attached to this policy, the person named as the Insured under this policy will be the Beneficiary under the Children's Rider. This policy provision supercedes any contrary Beneficiary provision within the Children's Life Insurance Benefit Rider.

General Provisions

What is your agreement with the Company? ENTIRE CONTRACT

This policy, any endorsements, any riders, and the application form the entire contract. A copy of the application is attached. After issue, amendments or changes in writing agreed to by the Company are part of the contract.

All statements in the application, in the absence of fraud, are considered representations and not warranties. Only statements in the application will be used to defend a claim or to cancel the policy for misrepresentation.

Only the President, a Vice-President, or the Secretary of the Company have the authority to change or waive any provisions of the policy.

How long is the incontestable period? INCONTESTABILITY

This policy will not be contested on the basis of misrepresentation after it has been in force during the Insured's lifetime for 2 years from the Issue Date.

POLICY YEARS AND ANNIVERSARIES

Policy years and anniversaries will be measured from the Policy Date shown on Page 1.

Will this policy be eligible for dividends? NON-PARTICIPATING

This policy is non-participating. It is not eligible to share in the Company's divisible surplus.

What is the suicide exclusion period? SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the Proceeds payable under this policy will be limited to an amount equal to all the premiums paid on this policy. Payment will be made to the Beneficiary.

CURRENCY

All amounts to be paid to or by the Company will be in the currency of the United States of America.

J374X Page 5

General Provisions (continued)

What if the Insured's age is misstated? MISSTATEMENT OF AGE

If the Insured's age on the Policy Date has been misstated, the benefits under this policy will be those that the premium would have purchased for the correct age on the Policy Date.

What happens if a premium is unpaid? GRACE PERIOD

Except for the first premium, a grace period of 31 days will be allowed for payment of an Unpaid Premium. The policy will continue in force during this period. If a required premium is still unpaid at the end of the grace period, coverage will cease unless otherwise provided in the policy.

If the Insured dies during the grace period, any Unpaid Premium will be deducted from the policy Proceeds.

How, where, and when are premiums paid? PAYMENT OF PREMIUMS

Premiums are to be paid to Corporate Headquarters of the Company or to one of its authorized representatives.

The premium may be paid once a year, twice a year, or four times a year. It may also be paid monthly by preauthorized debit or, for an additional fee, monthly through regular billing. Payment may be accepted by other automated payment options approved by the Company. The premium rate is determined by the frequency requested. No billing notice will be mailed for pre-authorized debit payments. In order to terminate the monthly pre-authorized debit, the Company must receive a Request from the Owner.

Any premium not paid by its due date will be an Unpaid Premium. Receipts will be furnished upon Request.

The policy premium shown on Page 1 is guaranteed for the Premium Period shown on Page 1. Current Premiums, after the guaranteed Premium Period, will be based on the Insured's Attained Age and the rates in effect at that time, and are subject to change as stated in the Premium Adjustment Provision on Page 7. In no event will the Current Premiums exceed the guaranteed maximum premiums shown on Page 2.

How can this policy be reinstated if a premium is unpaid?

REINSTATEMENT

This policy may be reinstated within 3 years after the due date of an Unpaid Premium.

The Company must receive:

- A Request from the Owner.
- Evidence of Insurability for the Insured, at the Owner's expense.
- Payment of all overdue premiums with interest.

Interest, as stated above, will be 6% per year compounded annually to the date of the policy reinstatement.

Reinstatement will become effective on the date the application for reinstatement is approved by the Company.

How may this term policy be renewed? RENEWAL

If this policy is in force at the end of the Premium Period shown on Page 1, the policy may be renewed each year thereafter until the policy anniversary nearest the Insured's 80th birthday. Renewal is effected by timely payment of the premiums due. No evidence of insurability is required for renewal.

Death Benefit Provisions

Upon the death of the Insured, what benefit will the Beneficiary receive?

DEATH BENEFIT PROVISION

When the Company receives due proof of the Insured's death, the Company will pay to the Beneficiary the face amount less any Unpaid Premiums.

How will the death benefit be disbursed? DEATH BENEFIT PAYMENT

The Proceeds payable on the Insured's death will be paid in a lump sum unless the Owner elects to receive all or a portion of the Proceeds under a settlement option that the Company is then offering. The Company will pay interest on the Proceeds from the date of death to the date of settlement at a rate not less than that required by law.

If settlement is not made within 30 days the Company will pay interest on the proceeds from the date of death to the date of settlement at an annual rate currently paid by the Company.

J374X-ar Page 6

Premium Adjustment Provision

How will the Company adjust the premium?

At the end of the Guaranteed Term Period as shown on Page 1, the Company may change the Current Premium. The amount of this change is based on the Company's investment earnings, expense, mortality experience and persistency.

After the guaranteed term period:

 If an increase in the Current Premium occurs, the Company will send the Owner at least 60 days advance notice of the change. The premium will never be greater than the guaranteed maximum premium shown on Page 2. If a decrease in the Current Premium occurs, the Company will notify the Owner within 60 days of the decrease. The Company will refund the excess portion of any premium paid after giving the notice of the decrease. A decrease in Current Premium will not impact the face amount in any way.

The Company will adjust the premiums for any additional benefits included in this policy by rider based on the applicable rider provisions.

Conversion Provisions

Will the Insured be allowed to convert this term policy?

CONVERSION OPTION

While this policy is in force and provided the death benefit has not been accelerated, the Owner has the right to convert to a new policy prior to the earlier of the end of the first Guarantee Term Period or the Insured's Attained Age 70. In order to convert, the Company must receive a Request from the Owner.

POLICY AVAILABLE FOR CONVERSION

The Owner may choose to convert this policy to another policy. The new policy may be any policy offered by the Company at the time of Request for the purpose of conversion. There will always be at least one policy available for this purpose.

TERMS OF CONVERSION

The following terms will apply:

- No Evidence of Insurability will be required.
- The Policy Date of the new policy will be the date of conversion.

- The first premium for the new policy will be due on the Policy Date of the new policy. The new policy will only take effect after the first premium is paid.
- The premium rate for the new policy will be the rate in effect as of the date of conversion. The new rate will be based on the Insured's Attained Age on the date of conversion.
- When the new policy becomes effective, coverage under this policy will cease.
- The face amount of the new policy may be equal to or less than the amount of insurance under this policy
- The suicide and incontestability periods will not begin anew on the date of conversion.
- If available on the new policy, any riders attached to this policy will be attached to the new policy without Evidence of Insurability.

Change of Face Amount Provision

By Request, the Owner may at any time decrease the Face Amount provided by this policy, subject to the Company's approval. Any change in Face Amount may be limited to amounts that will not exceed tax guidelines and jeopardize the tax status of the policy.

A Request for a decrease in the Face Amount will become effective on the Policy Date's day of the month following receipt of the Request.

The minimum decrease amount will be \$25,000. The Face Amount may not be decreased below \$25,000 unless prior approval is obtained from the Company.

J374X Page 7

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J374X Page 8

TERM LIFE	
TERM LIFE INSURANCE RENEWABLE TO AGE 80. Insurance payable upon the Insured's deat Convertible to the Insured's Attained Age 70. The premium is guaranteed for the guaranteed term period shown on Page 1. Current Premiums, after the guaranteed term period, are subject to change as stated the Premium Adjustment Provision on Page 7. Current Premiums will never exceed the guarantee maximum premiums shown on Page 2. Non-Participating	od in

 ${\tt CORPORATE\ HEADQUARTERS-Greenwood\ Village,\ Colorado}$

Great-West Life & Annuity Insurance Company

A Stock Company

[8515 East Orchard Road

Greenwood Village, CO 80111]

Insured: [John Doe]

Policy Number: [1234567]

TERM LIFE INSURANCE

Great-West Life & Annuity Insurance Company, herein referred to as the Company, will pay the Proceeds to the Beneficiary subject to the policy provisions, when the Company receives due proof of the Insured's death.

The Owner and Beneficiary are as shown in the application unless changed as provided for in this policy.

The provisions on the following pages are a part of this policy.

Signed for the Company on the Issue Date.

1 dulty

[Richard Schultz,]

Secretary

[Mitchell T.G. Graye,]

President and Chief Executive Officer

This policy is a legal contract between the Owner and the Company. PLEASE READ THIS POLICY CAREFULLY.

30 DAY RIGHT TO EXAMINE POLICY: IF NOT SATISFIED WITH THE POLICY, RETURN IT TO THE COMPANY OR AN AUTHORIZED REPRESENTATIVE WITHIN 30 DAYS OF RECEIVING IT. THE POLICY WILL THEN BE DEEMED VOID, AND ALL PREMIUMS PAID WILL BE REFUNDED.

TERM LIFE

TERM LIFE INSURANCE RENEWABLE TO AGE 80. Insurance payable upon the Insured's death. Convertible to the Insured's Attained Age 70. The premium is guaranteed for the guaranteed term period shown on Page 1. Current Premiums, after the guaranteed term period, are subject to change as stated in the Premium Adjustment Provision on Page 7. Current Premiums will never exceed the guaranteed maximum premiums shown on Page 2. Non-Participating.

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION

Owner: [John Doe]

Insured: [John Doe]

Policy Number: [1234567]

Policy Date: [May 1, 2008]

Face Amount: [\$100,000]

Issue Date: [May 1, 2008]

Issue Age/Sex: [35/Male]

Plan: [Term Life Insurance Renewable To Age 80, Non-Participating]

PREMIUM INFORMATION

Premium Amount: See Schedule Below

Guaranteed Term Period: 10 Years

In accordance with policy provisions, a basic plan premium is due on the Policy Date and every 12 months thereafter during the lifetime of the Insured until the policy anniversary preceding the Insured's 80th birthday.

SCHEDULE OF BENEFITS AND PREMIUMS

BENEFITS PREMIUM PREMIUM

AMOUNT* PERIOD

Basic Plan Of Insurance [\$233.75] YEARS 1-10

TOTAL [\$233.75] YEARS 1-10

*GUARANTEED MAXIMUM PREMIUMS ARE SHOWN ON PAGE 2.

.

J3375X Page 1

GUARANTEED MAXIMUM PREMIUM FOR POLICY 1234567 (BASED ON THE ATTAINED AGE OF THE INSURED)

Face: 125,000

POLICY YEAR	M P	AXIMUM REMIUM		INSURED'S ATTAINED AGE	POLICY YEAR	N F	ARANTEED MAXIMUM PREMIUM ANNUAL)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33	******************************	233.75 233.75 233.75 233.75 233.75 233.75 233.75 233.75 233.75 852.50 921.25 1,003.75 1,086.25 1,168.75 1,278.75 1,388.75 1,526.25 1,677.50 1,856.25 2,048.75 2,255.00 2,475.00 2,722.50 3,011.25 3,313.75 3,657.50 4,056.25 4,510.00 5,055.00 6,146.25 6,778.75		71 72 73 74 75 76 77 78 79	YEAR 37 38 39 40 41 42 43 44 45	\$\$\$\$\$\$\$\$\$	10,092.50 11,233.75 12,526.25 13,942.50 15,455.00 17,050.00 18,727.50 20,487.50 22,371.25
35 36	\$ \$	8,236.25 9,102.50					
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Definitions

Attained Age - means the age of the Insured, last birthday, as of the Policy Date and each policy anniversary thereafter.

Beneficiary - is the person(s) named by the Owner to receive the Proceeds upon the death of the Insured. There are two types of Beneficiary:

- Primary Beneficiary is the Beneficiary(ies) that has the first priority to receive the Proceeds;
- Contingent Beneficiary is the Beneficiary(ies) to receive the Proceeds only if there is no surviving Primary Beneficiary.

Corporate Headquarters - means Great-West Life & Annuity Insurance Company ("the Company"), 8515 East Orchard Road, Greenwood Village, Colorado 80111.

Current Premium - is the premium that is in effect at any time. The Current Premium is subject to change and will never be greater than the guaranteed maximum premiums shown on Page 2.

Evidence of Insurability - means information about an Insured which is used to approve or reinstate this policy or any additional benefit.

Insured - is the person named on Page 1 as the Insured.

Issue Date - is the date from which the incontestability and the suicide exclusion are measured, and is shown on Page 1.

Owner - is the person, persons or entity named on Page 1 as the Owner. The Owner is entitled to all the rights under this policy while the Insured is living.

Policy Date - is the effective date of coverage under this policy. The policy years and anniversaries are measured from the Policy Date as shown on Page 1.

Proceeds - means the death benefit payable under the policy, as described in the Death Benefit Provision.

Request - any instruction in a form, written, telephoned or computerized, satisfactory to the Company and received at the Corporate Headquarters from the Owner or the Owner's assignee (as specified in a form acceptable to the Company) or the Beneficiary (as applicable) as required by any provision of this policy or as required by the Company. The Request is subject to any action taken or payment made by the Company before it was processed.

Secondary Owner - will become the Owner of this policy should the Owner die while the Insured is living.

Unpaid Premium - is a premium that has not been paid by its due date.

Ownership Provisions

What are the Owner's rights? RIGHTS OF OWNER

While the Insured is living, all benefits and rights under this policy belong to the Owner. However, the Owner's rights are subject to the rights of any assignee or irrevocably named Beneficiary.

SECONDARY OWNER

While the Insured is living, the Owner may, by Request, name a Secondary Owner. A Secondary Owner may only be named if the Owner is not the Insured.

When recorded by the Company, the designation of a Secondary Owner will take effect as of the date the Request was signed or the date specified, unless the Company has already made payment or otherwise taken action on a designation or change before receipt or processing of such Request.

ASSIGNMENTS/TRANSFERS

The Owner may assign this policy while the Insured is living. The Company will not recognize an assignment until the original or a certified copy is recorded at the Corporate Headquarters. When filed, the Owner's rights and those of the Beneficiary are subject to the assignment. The Company is not responsible for the validity of any assignment.

When recorded by the Company, a transfer of ownership will revoke any designation of a Secondary Owner. It will not change a Beneficiary. All benefits and rights under this policy will belong to the new Owner, subject to the terms and conditions of the policy and the interest of any recorded assignee.

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Ownership Provisions (continued)

How is the Beneficiary determined? BENEFICIARY

While the Insured is living, the Owner may change the Beneficiary by Request. Any change is subject to any existing assignment of this policy. A recorded change of Beneficiary will take effect as of the date the notice was signed. A change of Beneficiary is subject to any Proceeds paid or other act of the Company before recording.

Unless otherwise provided in the designation of Beneficiary section of the application or a change of Beneficiary form, and subject to any assignment, the following will apply upon the death of the Insured:

- If no Primary Beneficiary survives the Insured, the Proceeds will be paid to any Contingent Beneficiary who survives the Insured.
- If no Beneficiary survives the Insured, the Proceeds will be paid to the Owner.
- If the Owner is the Insured and there is no surviving Beneficiary, the Proceeds will be paid to the Owner's estate

- If any Beneficiary dies before the Insured, the Proceeds will be paid to the surviving Beneficiaries equally as follows:
 - 1. any surviving Primary Beneficiaries; and
 - 2. if there is no surviving Primary Beneficiary, to any surviving Contingent Beneficiaries.
- If a Beneficiary dies at the same time as the Insured, or within 10 days after the death of the Insured, the Proceeds will be paid as if the Insured had survived that Beneficiary.

BENEFICIARY OF CHILDREN'S LIFE INSURANCE RIDER

If a Children's Life Insurance Benefit Rider is attached to this policy, the person named as the Insured under this policy will be the Beneficiary under the Children's Rider. This policy provision supercedes any contrary Beneficiary provision within the Children's Life Insurance Benefit Rider.

Change of Face Amount Provision

By Request, the Owner may at any time decrease the Face Amount provided by this policy, subject to the Company's approval. Any change in Face Amount may be limited to amounts that will not exceed tax guidelines and jeopardize the tax status of the policy.

A Request for a decrease in the Face Amount will become effective on the Policy Date's day of the month following receipt of the Request.

The minimum decrease amount will be \$25,000. The Face Amount may not be decreased below \$25,000 unless prior approval is obtained from the Company.

Conversion Provisions

Will the Insured be allowed to convert this term policy?

CONVERSION OPTION

While this policy is in force and provided the death benefit has not been accelerated, the Owner has the right to convert to a new policy prior to the earlier of the end of the first Guarantee Term Period or the Insured's Attained Age 70. In order to convert, the Company must receive a Request from the Owner.

POLICY AVAILABLE FOR CONVERSION

The Owner may choose to convert this policy to another policy. The new policy may be any policy offered by the Company at the time of Request for the purpose of conversion. There will always be at least one policy available for this purpose.

TERMS OF CONVERSION

The following terms will apply:

- No Evidence of Insurability will be required.
- The Policy Date of the new policy will be the date of conversion.

- The first premium for the new policy will be due on the Policy Date of the new policy. The new policy will only take effect after the first premium is paid.
- The premium rate for the new policy will be the rate in effect as of the date of conversion. The new rate will be based on the Insured's Attained Age on the date of conversion.
- When the new policy becomes effective, coverage under this policy will cease.
- The face amount of the new policy may be equal to or less than the amount of insurance under this policy.
- The suicide and incontestability periods will not begin anew on the date of conversion.
- If available on the new policy, any riders attached to this policy will be attached to the new policy without Evidence of Insurability.

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Death Benefit Provisions

Upon the death of the Insured, what benefit will the Beneficiary receive?

DEATH BENEFIT PROVISION

When the Company receives due proof of the Insured's death, the Company will pay to the Beneficiary the face amount less any Unpaid Premiums.

How will the death benefit be disbursed? DEATH BENEFIT PAYMENT

The Proceeds payable on the Insured's death will be paid in a lump sum unless the Owner elects to receive all or a portion of the Proceeds under a settlement option that the Company is then offering. The Company will pay interest on the Proceeds from the date of death to the date of settlement at a rate not less than that required by law.

If settlement is not made within 30 days, the Company will pay interest on the Proceeds from the date of death to the date of settlement at an annual rate currently paid by the Company.

General Provisions

What is your agreement with the Company? ENTIRE CONTRACT

This policy, any endorsements, any riders, and the application form the entire contract. A copy of the application is attached. After issue, amendments or changes in writing agreed to by the Company are part of the contract.

All statements in the application, in the absence of fraud, are considered representations and not warranties. Only statements in the application will be used to defend a claim or to cancel the policy for misrepresentation.

Only the President, a Vice-President, or the Secretary of the Company have the authority to change or waive any provisions of the policy.

How long is the incontestable period? INCONTESTABILITY

This policy will not be contested on the basis of misrepresentation after it has been in force during the Insured's lifetime for 2 years from the Issue Date.

POLICY YEARS AND ANNIVERSARIES

Policy years and anniversaries will be measured from the Policy Date shown on Page 1.

Will this policy be eligible for dividends? NON-PARTICIPATING

This policy is non-participating. It is not eligible to share in the Company's divisible surplus.

What is the suicide exclusion period? SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the Proceeds payable under this policy will be limited to an amount equal to all the premiums paid on this policy. Payment will be made to the Beneficiary.

CURRENCY

All amounts to be paid to or by the Company will be in the currency of the United States of America.

What if the Insured's age is misstated? MISSTATEMENT OF AGE

If the Insured's age on the Policy Date has been misstated, the benefits under this policy will be those that the premium would have purchased for the correct age on the Policy Date.

What happens if a premium is unpaid? GRACE PERIOD

Except for the first premium, a grace period of 31 days will be allowed for payment of an Unpaid Premium. The policy will continue in force during this period. If a required premium is still unpaid at the end of the grace period, coverage will cease unless otherwise provided in the policy.

If the Insured dies during the grace period, any Unpaid Premium will be deducted from the policy Proceeds.

How, where, and when are premiums paid? PAYMENT OF PREMIUMS

Premiums are to be paid to Corporate Headquarters of the Company or to one of its authorized representatives.

The premium may be paid once a year, twice a year, or four times a year. It may also be paid monthly by pre-authorized debit or, for an additional fee, monthly through regular billing. Payment may be accepted by other automated payment options approved by the Company. The premium rate is determined by the frequency requested. No billing notice will be mailed for pre-authorized debit payments. In order to terminate the monthly pre-authorized debit, the Company must receive a Request from the Owner.

Any premium not paid by its due date will be an Unpaid Premium. Receipts will be furnished upon Request.

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General Provisions (continued)

The policy premium shown on Page 1 is guaranteed for the Premium Period shown on Page 1. Current Premiums, after the guaranteed Premium Period, will be based on the Insured's Attained Age and the rates in effect at that time, and are subject to change as stated in the Premium Adjustment Provision on Page 7. In no event will the Current Premiums exceed the guaranteed maximum premiums shown on Page 2.

How can this policy be reinstated if a premium is unpaid?

REINSTATEMENT

This policy may be reinstated within 3 years after the due date of an Unpaid Premium.

The Company must receive:

- A Request from the Owner.
- Evidence of Insurability for the Insured, at the Owner's expense.
- Payment of all overdue premiums with interest.

Interest, as stated above, will be 6% per year compounded annually to the date of the policy reinstatement.

Reinstatement will become effective on the date the application for reinstatement is approved by the Company.

How may this term policy be renewed? RENEWAL

If this policy is in force at the end of the Premium Period shown on Page 1, the policy may be renewed each year thereafter until the policy anniversary nearest the Insured's 80th birthday. Renewal is effected by timely payment of the premiums due. No evidence of insurability is required for renewal.

Premium Adjustment Provision

How will the Company adjust the premium?

At the end of the Guaranteed Term Period as shown on Page 1, the Company may change the Current Premium. The amount of this change is based on the Company's investment earnings, expense, mortality experience and persistency.

After the guaranteed term period:

- If an increase in the Current Premium occurs, the Company will send the Owner at least 60 days advance notice of the change. The premium will never be greater than the guaranteed maximum premium shown on Page 2.
- If a decrease in the Current Premium occurs, the Company will notify the Owner within 60 days of the decrease. The Company will refund the excess portion of any premium paid after giving the notice of the decrease. A decrease in Current Premium will not impact the face amount in any way.

The Company will adjust the premiums for any additional benefits included in this policy by rider based on the applicable rider provisions.

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TERM LIFE

TERM LIFE INSURANCE RENEWABLE TO AGE 80. Insurance payable upon the Insured's death. Convertible to the Insured's Attained Age 70. The premium is guaranteed for the guaranteed term period shown on Page 1. Current Premiums, after the guaranteed term period, are subject to change as stated in the Premium Adjustment Provision on Page 7. Current Premiums will never exceed the guaranteed maximum premiums shown on Page 2. Non-Participating

CORPORATE HEADQUARTERS - Greenwood Village, Colorado

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRWE-125752942 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39771

Company Tracking Number:

TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium

Product Name: J374x &j3375X

Project Name/Number: 10 Year Term Policy/

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/29/2008

Comments: Attachment:

ar compliance cert.pdf

Review Status:

Satisfied -Name: Application 07/29/2008

Comments:

Approval date listed in cover letter.

Attachments: J241Aapp.pdf J242Dapp (2).pdf

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 07/29/2008

Comments: Attachments:

actuarial-memo (J374) MIB 10 Term @ 5 00%.pdf actuarial-memo (J3375X) MIB 10 Term @ 5 00%.pdf

Review Status:

Satisfied -Name: Cover Letter 07/29/2008

Comments: Attachment:

AR Filing Letter.pdf

STATE OF ARKANSAS INSURANCE DEPARTMENT

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

RE: J374X Term Life Insurance J3375X Term Life Insurance

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy form designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company

Susan Gile

Vice President, Individual Markets Operation

July 29, 2008

Date

INSURED:	Name		
	First/Middle Initial/Last		
	If you have had a name change in the last 10 years, please provide your previous name below: Previous Name		
	First/Middle Initial/Last		
	Date of Birth Male Female Social Security Number		
	Occupation		
	Home Address 1		
	Home Address 2		
	City State ZIP		
	,		
	Daytime Phone Evening Phone		
	Place of Birth State/Country		
-	State/Country		_
COVERAGE:	Term Coverage Type: 10-Year Term 20-Year Term		
		\$125,000 \$250,000	
	Whole Life Coverage Amount: \$10,000 \$15,000 \$20,000 \$25,000 \$25,000 \$150,000 \$150,000 \$150,000 \$150,000	\$50,000	
REPLACEMENT:	Check here if you would like to cover all of your children for just \$1.50 per month. Do you have any life insurance policies or annuity contracts in force? Will this policy replace or be financed by any life insurance or annuity contracts presently or previously expressed.	Yes	No
	Will this policy replace or be financed by any life insurance or annuity contracts presently or previously owned?		Ш
QUALIFICATION:	2) Do you currently use or have you used any type of tobacco product within the past 12 months?	Yes	No
	3a) If no, are you currently residing in the U.S. as a permanent resident alien or have you applied for a permanent visa, Resident Alien Card, Permanent Resident Card or "Green Card" for which you are currently awaiting approval?		
	In the past three years, have you been charged with driving under the influence of alcohol or drugs (DUI), or have you had your driver's license suspended or revoked?	Yes	No
	In the past five years, have you	Yes	No
	1) used illegal drugs?		
	2) been convicted or incarcerated for a felony, or are you currently on probation or parole?		Ш
	In the past 10 years, have you had, been medically advised that you have, or received any type of treatment for: 1) Alcoholism or substance abuse?	Yes	No
	2) Any diseases or disorders of the central nervous system, brain or spinal cord? Examples include, but are not	Ш	Ш
	limited to: stroke, paralysis, multiple sclerosis, seizures and congenital disorders.		
	3) Cancer (other than basal cell carcinoma of the skin)?	_	
	4) Major depression, schizophrenia or any of the following disorders: panic, psychotic or bipolar?5) Mental retardation, autism or Down syndrome?	_	
	b) Mental retardation, addistrible of Down Syndrome? A positive test for Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS)	Ш	Ш
	or AIDS Related Complex (ARC)? 7) Asthma with associated hospitalizations or acute/emergency care visits?		
J241Aapp	Page 1 of 3. This application is not complete with		

QUALIFICATION	In the past 10 years, have you had, been medically advised that you have, or received any type of treatment for
CONTINUED:	any of the following: Yes No Yes No
	Heart disease or disorder? Diabetes? Diabetes?
	Lung disease or disorder?
	Kidney disease, disorder or insufficiency?
	Ulcerative colitis or Crohn's disease?
	Blood disorders including chronic anemia?
PAYMENT:	Please indicate your payment method below (check only one of the three boxes at left).
	Automatic Monthly Account Deduction For your convenience, premium payments will be deducted from your bank account each
	month. Please complete the following information. If your application is accepted, your monthly premium will be deducted on the fifth day of each month, unless otherwise noted below. Enclose your first monthly premium payment with your signed application.
	Name of Bank
	City State
	Account Number Routing Number Account Type: Checking or Savings Account Withdrawal Date: 5th or 20th of month
	Account Type: Checking of Savings
	Annual Direct Bill If selecting annual direct bill, enclose your first annual premium payment with your signed application.
	Annual Premium Amount (Automatic Monthly Premium + Children's Coverage, if applicable x 11)
	Payments with Credit Card Credit card payments may only be made by the Insured. \$
	Card type: Visa Mastercard Payment frequency: Monthly Annually
	Card Number Expiration Date on Card
	(month/year)
	Name
	(if different than Insured name above; as it appears on Card)
BENEFICIARY:	Name
	Relationship
	Percentage Social Security Number
	Name
	Relationship
	Percentage Social Security Number
	Name
	Relationship
	Percentage Social Security Number
	Name
	Relationship
	Percentage Social Security Number
	Name
	Relationship
	Percentage Social Security Number
	Name
	Relationship
	Percentage Social Security Number
	All primary beneficiary percentages must total 100% and (if named) all contingent beneficiary percentages must total 100%. If left blank, the application will assume an equal split among primary beneficiaries and an equal split among any contingent beneficiaries. Beneficiary details and payment are explained in the policy provisions.
	beneficiaries. Beneficiary details and payment are explained in the policy provisions.

J241Aapp

Page 2 of 3. This application is not complete without all pages.

SIGNATURE:

FOR INTERNAL USE ONLY

Rep ID #

Branch Name

I certify: 1) All statements and answers to the questions in this application and any supplement to it are true. 2) This application will form a part of the insurance contract with Great-West Life & Annuity Insurance Company (the Company). 3) This application will not be in effect unless the first premium is paid while the insured is still living. 4) The policy applied for takes effect on the date of this application provided that a) questions on the application have been answered truthfully; and b) the application for coverage is not declined. 5) I hereby authorize the premium amount to be deducted or charged as specified in the payment section. This authorization is limited to payment to the Company for an insurance premium. 6) I authorize the Company to obtain all of my medical history in the event of my death within 2 1/2 years of this application date.

This insurance product is not a deposit or other obligation of, or guaranteed by, the [bank] or an affiliate of the [bank]; the insurance product is not insured by the [Federal Deposit Insurance Corporation (FDIC)] or any other agency of the United States, or an affiliate of the [bank]; and the approval or disapproval of any extension of credit by the [bank] or an affiliate is not based on whether or not I purchase this insurance through the [bank] or through any particular source.

ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Authorization to Obtain and Disclose Information

I have read or have been read, and understand the Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau (MIB). Great-West Life & Annuity Insurance Company (the Company), its reinsurers and their authorized representatives, may obtain medical and other information in order to evaluate my application for life insurance. The Medical Information Bureau, Inc., consumer reporting agency, state motor vehicle department or insurance company who possesses medical or other information about me or my health may furnish such information to the Company upon presenting this authorization or a photocopy. The Company may make a brief report regarding me or my health to the MIB or to other Bureau Member companies to whom I have applied or may apply and have authorized to receive such information. I consent to a consumer report containing personal information that may be requested in connection with my application. This authorization is valid from the date signed for a period of 2 1/2 years. I have read or been read this authorization and understand I have the right to receive a copy.

J241Aapp	Page 3 of 3. This application is not complete without all pages.
	Business Phone
	Date
	Agent's Signature
	Agent's Name
AGENT:	Will this policy replace or be financed by any life insurance or annuity contracts presently or previously owned?
AGENT:	Yes No Does the applicant have existing life insurance policies or annuity contracts?
	Signed at City/State
	Date
	Insured's Signature

Branch #

Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau

This is to inform you that, as part of our procedure for processing your application, an investigative consumer report may be prepared. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation. You have the right to access information upon written request. You may request correction, amendment, or deletion of any information, which you believe to be inaccurate. In connection with your application for insurance you may receive a telephone call from an authorized person to obtain some personal and financial information. You may be assured that the information is considered confidential and will be used to assess your eligibility for insurance. The interview normally takes from five to ten minutes and will be conducted at a time convenient for you. In the event you are not in when the interviewer calls, the interviewer will leave his or her name and telephone number so that you can return the call at no charge to you and supply the necessary information. Inquiries on the above notices should be addressed to:

Great-West Life & Annuity Insurance Company P.O. Box 1470
Denver, CO 80201-9606

Information regarding your insurability will be treated as confidential. The Company, or its reinsurers, may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another Bureau Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information it may have in its file.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act.

Please contact MIB at:

Medical Information Bureau Post Office Box 105, Essex Station Boston, MA 02112 Phone: 866-692-6901 (TTY 866-346-3642)

The Company, or its reinsurers, may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

THIS STANDARD DISCLOSURE IS REQUIRED OF ALL LIFE INSURANCE PROVIDERS. BE ASSURED THAT GREAT-WEST'S BUSINESS PRACTICES MEET THE HIGHEST INDUSTRY STANDARDS.

INSURED:	Name		
	First/Middle Initial/Last If you have had a name change in the last 10 years, please provide your previous name below:		
	Previous Name		
	First/Middle Initial/Last		
	Date of Birth Male Female Social Security Number		
	Occupation		
	Home Address 1		
	Home Address 2		
	City State ZIP		
	Daytime Phone Evening Phone		
	Place of Birth		
	State/Country		
COVERAGE:	Term Coverage Type: 10-Year Term ☐ 20-Year Term ☐		٦
		5125,000	\Box
	· · · · · · · · · · · · · · · · · · ·	\$250,000	
	Whole Life Coverage Amount: \$10,000	\$50,000	
	\$75,000 \[\] \$100,000 \[\] \$125,000 \[\] \$150,000 \[\]		
	<u>Children's Coverage</u> This insurance provides \$5,000 of coverage on the lives of each of your children (existing and future by birth or adoption, including stepchildren), ages 6 months to the child's 18th birthday, as long as your policy is in force.		
	Check here if you would like to cover all of your children for just \$1.50 per month.		
		Yes	No
REPLACEMENT:	Will this policy replace any life insurance or annuity policies you presently own?		
QUALIFICATION:	1) Your Height: Feet Inches Your Weight: Ibs.		
QUALII ICATION.	2) Do you currently use or have you used any type of tobacco product within the past 12 months?	Yes	No
	3) Are you a U.S. citizen?		
	3a) If no, are you currently residing in the U.S. as a permanent resident alien or have you applied for a permanent visa,		
	Resident Alien Card, Permanent Resident Card or "Green Card" for which you are currently awaiting approval? In the past three years, have you been charged with driving under the influence of alcohol or drugs (DUI),	∟ Yes	∟ No
	or have you had your driver's license suspended or revoked?		
	In the past five years, have you	Yes	No
	1) used illegal drugs?		\square
	In the past 10 years, have you had, been medically advised that you have, or received any type of treatment for:	Yes	∟ No
	1) Alcoholism or substance abuse?		
	2) Any diseases or disorders of the central nervous system, brain or spinal cord? Examples include, but are not		
	limited to: stroke, paralysis, multiple sclerosis, seizures and congenital disorders. 3) Cancer (other than basal cell carcinoma of the skin)?		Н
	4) Major depression, schizophrenia or any of the following disorders: panic, psychotic or bipolar?		
	5) Mental retardation, autism or Down syndrome?		
	6) A positive test for Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?		
	7) Asthma with associated hospitalizations or acute/emergency care visits?		
J242Dapp	Page 1 of 3. This application is not complete with	out all pa	ges.
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QUALIFICATION CONTINUED:	In the past 10 years, have you had, been medically advised that you have, or received any type of treatment for any of the following:						
001111110221	Heart disease or disorder?	No					
	Lung disease or disorder? Blood vessel disease, disorder or						
	Kidney disease, disorder or insufficiency?						
	Lupus? Liver disease, disorder or Ulcerative colitis or Crohn's disease? hepatitis (other than Type A)?						
	Blood disorders including chronic anemia?	Ш					
Payment:	Please indicate your payment method below (check only one of the two boxes at left).						
	Automatic Monthly Account Deduction For your convenience, premium payments will be deducted from your bank account each						
	month. Please complete the following information. If your application is accepted, your monthly premium will be deducted on the fifth of each month, unless otherwise noted below. Enclose your first monthly premium payment with your signed application.	uay					
	Name of Bank						
	City	_					
	Account Number Routing Number						
	Account Type: Checking or Savings Account Withdrawal Date: 5th or 20th of month	_					
	Automatic Monthly Premium Amount (include Children's Coverage, if applicable) \$						
	Payments with Credit Card Credit card payments may only be made by the Insured. \$						
	Card type: Visa Mastercard Payment frequency: Monthly Annually						
	Card Number Expiration Date on Card (month/year)	-)					
	Name						
	(if different than Insured name above; as it appears on Card)						
BENEFICIARY:	Name						
	Relationship						
	Percentage Social Security Number	_					
	Name						
	Relationship						
	Percentage Social Security Number						
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	Percentage Social Security Number	_					
	All primary beneficiary percentages must total 100% and (if named) all contingent beneficiary percentages must total 100%	— 6. If					

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Page 2 of 3. This application is not complete without all pages.

SIGNATURE:

I certify: 1) All statements and answers to the questions in this application and any supplement to it are true. 2) This application will form a part of the insurance contract with Great-West Life & Annuity Insurance Company (the Company). 3) This application will not be in effect unless the first premium is paid while the insured is still living. 4) The policy applied for takes effect on the date of this application provided that a) questions on the application have been answered truthfully; and b) the application for coverage is not declined. 5) I hereby authorize the premium amount to be deducted or charged as specified in the payment section. This authorization is limited to payment to the Company for an insurance premium. 6) I authorize the Company to obtain all of my medical history in the event of my death within 2 1/2 years of this application date.

This insurance product is not a deposit or other obligation of, or guaranteed by, the [bank] or an affiliate of the [bank]; the insurance product is not insured by the [Federal Deposit Insurance Corporation (FDIC)] or any other agency of the United States, or an affiliate of the [bank]; and the approval or disapproval of any extension of credit by the [bank] or an affiliate is not based on whether or not I purchase this insurance through the [bank] or through any particular source.

ANY PERSON WHO KNOWINGLY AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Authorization to Obtain and Disclose Information

I have read or have been read, and understand the Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau (MIB). Great-West Life & Annuity Insurance Company (the Company), its reinsurers and their authorized representatives, may obtain medical and other information in order to evaluate my application for life insurance. The Medical Information Bureau, Inc., consumer reporting agency, state motor vehicle department or insurance company who possesses medical or other information about me or my health may furnish such information to the Company upon presenting this authorization or a photocopy. The Company may make a brief report regarding me or my health to the MIB or to other Bureau Member companies to whom I have applied or may apply and have authorized to receive such information. I consent to a consumer report containing personal information that may be requested in connection with my application. This authorization is valid from the date signed for a period of 2 1/2 years. I have read or been read this authorization and understand I have the right to receive a copy.

Insured's Signature			
Date			

Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau

This is to inform you that, as part of our procedure for processing your application, an investigative consumer report may be prepared. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation. You have the right to access information upon written request. You may request correction, amendment, or deletion of any information, which you believe to be inaccurate. In connection with your application for insurance you may receive a telephone call from an authorized person to obtain some personal and financial information. You may be assured that the information is considered confidential and will be used to assess your eligibility for insurance. The interview normally takes from five to ten minutes and will be conducted at a time convenient for you. In the event you are not in when the interviewer calls, the interviewer will leave his or her name and telephone number so that you can return the call at no charge to you and supply the necessary information. Inquiries on the above notices should be addressed to:

Great-West Life & Annuity Insurance Company P.O. Box 1470
Denver, CO 80201-9606

Information regarding your insurability will be treated as confidential. The Company, or its reinsurers, may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another Bureau Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information it may have in its file.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act.

Please contact MIB at:

Medical Information Bureau Post Office Box 105, Essex Station Boston, MA 02112 Phone: 866-692-6901 (TTY 866-346-3642)

The Company, or its reinsurers, may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

THIS STANDARD DISCLOSURE IS REQUIRED OF ALL LIFE INSURANCE PROVIDERS. BE ASSURED THAT GREAT-WEST'S BUSINESS PRACTICES MEET THE HIGHEST INDUSTRY STANDARDS.

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY TERM LIFE INSURANCE RENEWABLE TO AGE 80, NON-PARTICIPATING

ACTUARIAL MEMORANDUM POLICY FORM: J374X

This memorandum illustrates that this policy does not produce nonforfeiture cash values and is compliant with Actuarial Guideline XXII. A summary of the formulae and basis for net premiums, adjusted premiums, and nonforfeiture factors used in determining cash values is given below.

BASIS

All values used in calculating cash values are based on the Sex and Smoker Distinct Commissioner's 2001 Standard Ordinary, Age Last Birthday, Ultimate Mortality Tables. Cash values are calculated according to the statutory minimum values using the adjusted premium method.

An interest rate of 5.00% per annum is used to compute all values.

Death benefits are assumed to be payable at the end of the year of death. The Guaranteed Premiums for all years are the "premiums specified in the policy".

FORMULAE

All formulae relate to values which assume an interest rate of 5.00% per annum.

The present value of future benefits is

$$A_{x:80-x}$$

The net premium is

$$\Pi = \frac{1000 \text{ Ax} : 80 - x}{\ddot{a}_{x} : 80 - x}$$

The adjusted premium is

$$P_1^a =$$

$$\frac{1,000 A_{x : 80 - x} + 0.01 * \$1,000 + 1.25 * Min(\Pi,40)}{\ddot{a}'_{x : 80 - x}}$$

where
$$\ddot{a}'x:80-x=$$

$$\sum_{t=1}^{80-x} {}_{t}(Guaranteed Premium)_{x}*D_{x+t-1}$$

$$D_{x}$$

The nonforfeiture factor varies with duration t and is

$$_{t}P_{v}^{a} = P_{1}^{a} * _{t} (Guaranteed Premium)_{v}$$

FORMULAE (cont.)

The Present Value of Net Premiums is

$$_{t}PVNP_{x} = \frac{\sum_{k=t}^{80-x-t} _{k}P_{x}^{a} * D_{x+k-t}}{D_{x}}$$

The minimum cash value at duration t and issue age x is

$$_{t}CV_{x} = \max[1,000 A_{x+t;80-(x+t)} - _{t}PVNP_{x}, 0]$$

SPECIMEN CALCULATIONS

Male Nonsmoker age 35 at issue, \$25,000 coverage amount (band 1 premiums). An interest rate of 5.00% per annum is used to compute all values.

Net Premium

Ten-year term:

$$\frac{2624.546}{17.604} = 149.085$$

Adjusted premium

Ten-year term:

$$P_1^{a} = \frac{2624.546 + 250.000 + 186.356}{7664.268} = \$0.399$$

Nonforfeiture factor at duration's 5, 20, and 45

Ten-year term:

$$_5P_{35}^{\ a} = \$34.05$$

$$_{20}P_{35}^{a} = $148.27$$

$$_{45}P_{35}^{a} = $1786.89$$

Minimum Cash Value at duration 5, 20, and 45

Ten-year term:

Duration 5: Max (3075 - 3584, 0) = 0

Duration 20: Max (5264 - 6260, 0) = 0

Duration 45: Max (1530 - 1787, 0) = 0

ACTUARIAL GUIDELINE XXII - (AGXXII)

The present value of benefits minus the present value of net premiums for all issue ages and underwriting classes are always less than 0. This statement is true for both the current and guaranteed premiums of the policy. Thus, this policy form does not produce nonforfeiture cash values and this test complies with AGXXII.

MODEL POINTS TESTED

All issue ages, sexes, risk classes, and bands were tested.

Sara Richman, FSA, MAAA

VP, Financial Services Products

Great-West Life & Annuity Insurance Company

Dar R

July 29, 2008_

Date

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY TERM LIFE INSURANCE RENEWABLE TO AGE 80, NON-PARTICIPATING

ACTUARIAL MEMORANDUM POLICY FORM J3375X

This memorandum illustrates that this policy does not produce nonforfeiture cash values and is compliant with Actuarial Guideline XXII. A summary of the formulae and basis for net premiums, adjusted premiums, and nonforfeiture factors used in determining cash values is given below.

BASIS

All values used in calculating cash values are based on the Sex and Smoker Distinct Commissioner's 2001 Standard Ordinary, Age Last Birthday, Ultimate Mortality Tables. Cash values are calculated according to the statutory minimum values using the adjusted premium method.

An interest rate of 5.00% per annum is used to compute all values.

Death benefits are assumed to be payable at the end of the year of death. The Guaranteed Premiums for all years are the "premiums specified in the policy".

FORMULAE

All formulae relate to values which assume an interest rate of 5.00% per annum.

The present value of future benefits is

$$A_{x:80-x}$$

The net premium is

$$\Pi = \frac{1000 \text{ Ax} : 80 - x}{\ddot{a}_{x} : 80 - x}$$

The adjusted premium is

$$P_1^a =$$

$$\frac{1,000A_{x:80-x} + 0.01 * \$1,000 + 1.25 * Min(\Pi,40)}{\ddot{a}'_{x:80-x}}$$

where
$$\ddot{a}'x:80-x=$$

$$\sum_{t=1}^{80-x} {}_{t}(Guaranteed Premium)_{x}*D_{x+t-1}$$

$$D_{x}$$

The nonforfeiture factor varies with duration t and is

$$_{t}P_{v}^{a} = P_{1}^{a} * _{t} (Guaranteed Premium)_{v}$$

FORMULAE (cont.)

The Present Value of Net Premiums is

$$_{t}PVNP_{x} = \frac{\sum_{k=t}^{80-x-t} _{k}P_{x}^{a} * D_{x+k-t}}{D_{x}}$$

The minimum cash value at duration t and issue age x is

$$_{t}CV_{x} = \max[1,000 A_{x+t;80-(x+t)} - _{t}PVNP_{x}, 0]$$

SPECIMEN CALCULATIONS

Male Nonsmoker age 35 at issue, \$25,000 coverage amount (band 1 premiums). An interest rate of 5.00% per annum is used to compute all values.

Net Premium

Ten-year term:

Adjusted premium

Ten-year term:

$$P_1^{a} = \frac{2624.546 + 250.000 + 186.356}{7664.268} = \$0.399$$

Nonforfeiture factor at duration's 5, 20, and 45

Ten-year term:

$$_{5}P_{35}{}^{a} = \$34.05$$
 $_{20}P_{35}{}^{a} = \$148.27$

 $_{45}P_{35}^{a} = 1786.89

Minimum Cash Value at duration 5, 20, and 45

Ten-year term:

Duration 5: Max (3075 - 3584, 0) = 0

Duration 20: Max (5264 - 6260, 0) = 0

Duration 45: Max (1530 - 1787, 0) = 0

ACTUARIAL GUIDELINE XXII - (AGXXII)

The present value of benefits minus the present value of net premiums for all issue ages and underwriting classes are always less than 0. This statement is true for both the current and guaranteed premiums of the policy. Thus, this policy form does not produce nonforfeiture cash values and this test complies with AGXXII.

MODEL POINTS TESTED

All issue ages, sexes, risk classes, and bands were tested.

Sara Richman, FSA, MAAA

VP, Financial Services Products

Great-West Life & Annuity Insurance Company

Dan R

July 22, 2008

Date

Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

NAIC #769-68322

RE: Individual Life Submission
Term Life Insurance, Form J3375X
Term Life Insurance, Form J374X

Enclosed for your review are the above referenced forms and pertinent documentation. These forms are new and $\underline{\text{do}}$ not replace any previously approved forms.

Forms J374X and J3375X are simplified issue, individual life policies that initially will be solicited through duly licensed agents. They may also be sold on a direct basis, without agent solicitation. These policies <u>will not</u> be illustrated. They are non-participating term life insurance policies, renewable to age 80. After the guaranteed term period, the premiums increase annually, never to exceed the guaranteed premiums. Advertising material has not been developed. The only difference between these two products is the amount of coverage allowed.

Term Life Insurance application forms J241Aapp and J242Dapp will initially be used to apply for term life insurance coverage for these products. These applications were approved in your state on 06/11/2008.

The submitted documents are in final printed form, but may vary in line breaks, format, paper size, and border when adapting to other printers. The forms score in excess of 50 using the Flesch Reading Ease Test, and are being submitted in all states where Great-West is licensed. These documents are exempt from filing in the State of Colorado, our state of domicile, pursuant to Regulation 5-92. Colorado requires a fee to be paid each February 28th based on Great-West's direct written premium. If appropriate, a retaliatory fee has been paid in your state in conjunction with your annual premium tax return.

We reserve the right at any time to make non-material changes to this form, including (but not limited to) paper stock, type face (but <u>not</u> font size) and page layout made necessary by unavoidable changes. Variables within the application have been bracketed and generally consist of names, dates and numbers.

To the best of our knowledge, this submission complies with your state laws and regulations. Should you have any questions, please contact me on our toll-free number 1-800-537-2033, extension 75829. We look forward to your approval.

Sincerely,

Tanya Gonzales

Associate Manager, Regulatory Services

Janua D. Gonzales